

06-1450-CD
Capital One Bank vs Cheryl L. Sarvis et al

2006-1450-CD
Capital One vs Cheryl Sarvis et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff

No: 06-1450-CD

vs.

COMPLAINT IN CIVIL ACTION

CHERYL I SARVIS
KENNETH SARVIS

Defendants

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
05214651 C A Pit SGM

FILED Atty pd.
m/10/28/01 85.00
SEP 07 2006
③ 2cc Shff

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff
vs. Civil Action No

CHERYL I SARVIS
KENNETH SARVIS

Defendants

COMPLAINT AND NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext 1300-1301

COMPLAINT

1. Plaintiff, CAPITAL ONE BANK is a corporation with offices at 6851 JERICHO TURNPIKE #190 SYOSSET , NY 11791 .

2. Defendants are adult individual(s) residing at the address listed below:

CHERYL I SARVIS
160 SHORT ST
CURWENSVILLE, PA 16833

KENNETH SARVIS
RR 3 BOX 543A
CURWENSVILLE, PA 16833

3. Defendants applied for and received a credit card bearing the account number 4121741429820090 .

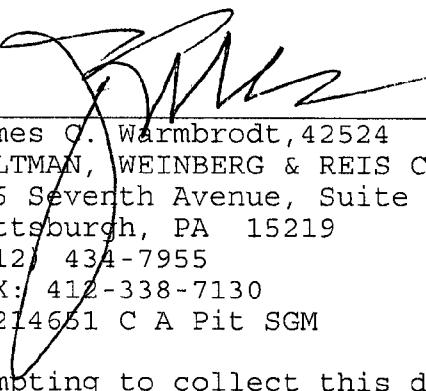
4. Defendants made use of said credit card and has a current balance due of \$2439.57 , as of August 19, 2006 .

5. Defendants are in default by failing to make monthly payments when due. As such, the entire balance is immediately due and payable to Plaintiff.

6. Plaintiff is entitled to the addition of interest at the rate of 20.650% per annum on the unpaid balance from August 19, 2006 . A copy of Plaintiff's STATEMENT is attached hereto, marked as Exhibit "1" and made a part hereof.

7. Although repeatedly requested to do so by Plaintiff, Defendants have willfully failed and/or refused to pay the balance due to Plaintiff.

Wherefore, the Plaintiff prays for judgment in its favor and against Defendants , CHERYL I SARVIS AND KENNETH SARVIS , JOINTLY AND SEV , in the amount of \$2439.57 with continuing interest thereon at the rate of 20.650% per annum from August 19, 2006 plus costs.



James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
05214651 C A Pit SGM

This law firm is a debt collector attempting to collect this debt for our client and any information obtained will be used for that purpose.

Your account is delinquent.

We want to help!



- To protect your credit with us, you need to make a payment.
- We can help—but only if you call us.
- When you call, you can make a free check-by-phone payment.

Return your account to good standing.
It's up to you to take the first step.
Call us!

1-800-479-7231

014-4102

CapitalOne®

VISA ACCOUNT
4121-7414-2982-0090

JAN 18 - FEB 17, 2003
Page 1 of 1

Account Summary

Previous Balance	\$1,382.88
Payments, Credits and Adjustments	\$0.00
Transactions	\$58.00
Finance Charges	\$24.98
 New Balance	 \$1,465.86
Minimum Amount Due	\$1,465.86
Payment Due Date	March 17, 2003
 Total Credit Line	 \$950
Total Available Credit	\$0.00
Credit Line for Cash	\$950
Available Credit for Cash	\$0.00

Payments, Credits and Adjustments

Transactions

1	18 JAN	OVERLIMIT FEE	\$29.00
2	17 FEB	PAST DUE FEE	29.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-262-1493

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to: Send inquiries to:
Attn: Remittance Processing Capital One Services
Capital One Services P.O. Box 85015
P.O. Box 85147 Richmond, VA 23276 Richmond, VA 23285-5015

EXHIBIT

" / "

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,423.92	0.05658% P	20.65%	\$24.98
CASH	\$0.00	0.05658% P	20.65%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

20.65%

477548

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne®

0000000 0 4121741429820090 17 1465860025001465867

New Balance	\$1,465.86
Minimum Amount Due	\$1,465.86
Payment Due Date	March 17, 2003
Total enclosed	\$ <input type="text"/>
Account Number:	4121-7414-2982-0090

Please print mailing address and/or e-mail changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	#
Email Address		

#9004907539769078# MAIL ID NUMBER
CHERYL I SARVIS
KENNETH SARVIS
RR 3 BOX 543A
CURWENSVILLE PA 16833-9751

Capital One Bank
P.O. Box 85147
Richmond, VA 23276

047754

Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

1. **How To Avoid A Finance Charge.**
† a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in full, by the due date on the front of this statement, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".
- b. **Interest Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge (1) from the date of the transaction or (2) from the date the transaction is processed to your Account or (3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period, finance charges continue to accrue to your total balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
- c. **Grace Period Finance Charge.** If you do not pay in full your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be added to the applicable segment of your account.
- d. **Temporary Reduction in Finance Charge.** We reserve the right not to assess any or all finance charges for any given billing period.
2. **Average Daily Balance (Including New Purchases).**
a. Finance charge is calculated by multiplying the daily average balance of each account (e.g., cash advance, purchase, special transfer, and new purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the daily periodic rates to get your average daily periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day. We then take the average of all the daily periodic payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new purchases will not be subject to your purchase or special purchases segments and will be added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate(s) by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
- b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we add up and subtract any unpaid finance charges included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance for each segment.

3. **Annual Percentage Rates (APR).**
a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
b. If the code F (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the month of January, April, July, or October.
c. If the code D (Prime), F (1-mo. LIBOR), or S (3-mo. LIBOR Resigned Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your consumer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to pay the membership fee to have service continued to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee prior to the end of the thirty-day period). If You Close Your Account, you can request to close your account by calling our Customer Relations Department. You must destroy your credit cards and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider reauthorization of your account to your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for the amount of whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and your membership fee for payment in full will be charged. The membership fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you within 60 days of the date shown on the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the supposed error, a description of the error, and an explanation, if possible, why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$100.00, the purchase was made within the state or within 100 miles of your mailing address, (if we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

Capital One supports information privacy protection: see our website at www.capitalone.com. Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One

01GLBAK

VERIFICATION

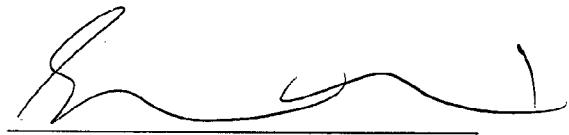
The undersigned does hereby verify subject to the penalties of 18 PA. C.S. 4904 relating to unsworn falsifications to authorities, that he/she is Sara Rubin

(NAME)

Agent of Capital One Bank, plaintiff herein, that

(COMPANY)

he/she is duly authorized to make this verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief.


(SIGNATURE)

WWR# 25214651

FILED

SEP 07 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101900
NO: 06-1450-CD
SERVICE # 1 OF 2
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK
vs.
DEFENDANT: CHERYL I. SARVIS and KENNETH SARVIS

SHERIFF RETURN

NOW, September 13, 2006 AT 11:10 AM SERVED THE WITHIN COMPLAINT ON CHERYL I. SARVIS DEFENDANT AT 160 SHORT ST., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KENNETH SARVIS, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS /

FILED

NOV 13 2006

01230/1

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101900
NO: 06-1450-CD
SERVICE # 2 OF 2
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK
vs.
DEFENDANT: CHERYL I. SARVIS and KENNETH SARVIS

SHERIFF RETURN

NOW, September 13, 2006 AT 11:10 AM SERVED THE WITHIN COMPLAINT ON KENNETH SARVIS DEFENDANT AT RR#3 BOX 543A, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KENNETH SARVIS, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101900
NO: 06-1450-CD
SERVICES 2
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK
vs.
DEFENDANT: CHERYL I. SARVIS and KENNETH SARVIS

SHERIFF RETURN

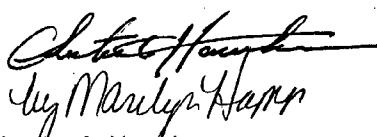
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	2597302	20.00
SHERIFF HAWKINS	WELTMAN	2597302	29.34

Sworn to Before Me This

____ Day of _____ 2006

So Answers,



Chester A. Hawkins
Sheriff

William A. Shaw
Prothonotary/Clerk of Courts

NOV 13 2006

FILED

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CAPITAL ONE BANK,

Plaintiff

vs.

Civil Action No. 06-1450-CD

CHERYL I SARVIS
KENNETH SARVIS

Defendants

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff
 Defendant
 Garnishee

You are hereby notified that the following
Order or Judgment was entered against you
on DEC. 21, 2006

Assumpsit Judgment in the amount
of \$2,592.75 plus costs.

Trespass Judgment in the amount
of \$_____ plus costs,

If not satisfied within sixty (60)
days, your motor vehicle operator's license and/or registration
will be suspended by the Department of Transportation, Bureau
of Traffic Safety, Harrisburg, PA,

Entry of Judgment of
 Court Order
 Non-Pro
 Confession
 Default
 Verdict
 Arbitration
 Award

Prothonotary

By: 
PROTHONOTARY (OR DEPUTY)

CHERYL I SARVIS AND KENNETH SARVIS
160 SHORT ST CURWENSVILLE, PA 16833
AND (RR 3 BOX 543A - PO BOXES ON RIVER RD)
CURWENSVILLE, PA 16833

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219
1-888-434-0085

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CAPITAL ONE BANK,

Plaintiff No. 06-1450-CD

vs. PRAECIPE FOR DEFAULT JUDGMENT

CHERYL I SARVIS
KENNETH SARVIS

Defendants

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

WILLIAM T. MOLCZAN, ESQUIRE
PA I.D.#47437
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#05214651
Judgment Amount \$ 2,592.75

filed
FILED

12/1/06
DEC 21 2006
W.A. Shaw
William A. Shaw
Prothonotary/Clerk of Courts
CERT COPY - w/ Notice
TO FEDERAL DEPT.

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CAPITAL ONE BANK,

Plaintiff

vs.

Civil Action No. 06-1450-CD

CHERYL I SARVIS
KENNETH SARVIS

Defendants

PRAECIPE FOR DEFAULT JUDGMENT

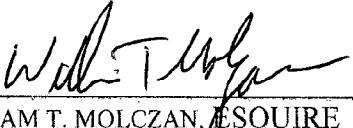
TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendants, CHERYL I SARVIS
KENNETH SARVIS above named, in the default of an Answer, in the amount of \$2,592.75 computed as follows:

Amount claimed in Complaint	\$2,439.57
Interest from AUGUST 19, 2006 TO DECEMBER 8, 2006 at the legal interest rate of 20.65% per annum	\$153.18
TOTAL	\$2,592.75

I hereby certify that appropriate Notices of Default, as attached have been mailed in accordance with PA R.C.P. 237.1 on the dates indicated on the Notices.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 
WILLIAM T. MOLCZAN, ESQUIRE
PA I.D.#47437
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#05214651

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219
And that the last known address of the Defendants is: 160 SHORT ST CURWENSVILLE,PA 16833 AND RR 3 BOX 543A
CURWENSVILLE,PA 16833

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff

Case # J6-1450-CD

KENNETH SARVIS

Defendant(s)

IMPORTANT NOTICE

TO: KENNETH SARVIS
RR 3 BOX 543A
CURWENSVILLE, PA 16833

Date of Notice: 11/28/06
WWR#: 05214651

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN
APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE
COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU.
UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A
JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY
LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS
PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR
TELEPHONE THE FOLLOWING OFFICE SET FORTH BELOW. THIS OFFICE CAN
PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO
PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL
SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext. 1300-1301

BY: 
JAMES WARMBRODT, ESQUIRE
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 KOPPERES BLDG, 436 7TH AVE.
PITTSBURGH, PA 15219

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff

Case # 36-1450-CD

CHERYL I SARVIS

Defendant (s)

IMPORTANT NOTICE

TO: CHERYL I SARVIS
160 SHORT ST
CURWENSVILLE, PA 16833

Date of Notice: 11/28/16
WWR#: 05214651

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE FOLLOWING OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext. 1300-1301

BY: 
JAMES WARMBRODT, ESQUIRE
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 KOPPERES BLDG, 436 7TH AVE.
PITTSBURGH, PA 15219

IN THE COMMON PLEAS COURT OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CAPITAL ONE BANK,

Case no: 06-1450-CD

Plaintiff
vs,

CHERYL I SARVIS
KENNETH SARVIS

Defendants

NON-MILITARY AFFIDAVIT

The undersigned, who first being duly sworn, according to law, deposes and states as follows:

That he/she is the duly authorized agent of the Plaintiff in the within matter,

Affiant further states that the within Affidavit is made pursuant to and in accordance with the Servicemembers' Civil Relief Act (SCRA), 50 U.S.C. App. § 521.

Affiant further states that based upon investigation it is the affiant's belief that the Defendant, CHERYL I SARVIS
KENNETH SARVIS is not in the military service.

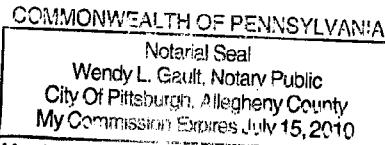
Affiant further states that this belief is supported by the attached certificate from the Defense Manpower Data Center (DMDC), which states that the Defendant, CHERYL I SARVIS
KENNETH SARVIS is not in the military service.

Further Affiant sayeth naught.

Wendy L. Gault
AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 11 day
of December 2006.

Wendy L. Gault
NOTARY PUBLIC



This law firm is a debt collector attempting to collect this debt for our client and any information obtained will be used for that purpose.

Department of Defense Manpower Data Center

DEC-08-2006 11:43:26



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
SARVIS	KENNETH		Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.	

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

Mary M. Snavely-Dixon

Mary M. Snavely-Dixon, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. #167;#167; 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

WARNING: This certificate was provided based on a name and Social Security number (SSN) provided

by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID: BEKCBNIKJLE

Department of Defense Manpower Data Center

DEC-08-2006 11:42:48



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
SARVIS	CHERYL I		Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.	

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

Mary M. Snavely-Dixon, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

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Report ID:BEKBXMMGVLV

FILED
DEC 21 2006
William A. Shaw
Prothonotary/Clerk of Courts